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| APPLICATION NO. | FILING DATE | FIRST NAMED INVENTOR | ATTORNEY DOCKET NO. | CONFIRMATION NO. |
|-----------------|-------------|----------------------|---------------------|------------------|
| 09/625,006 | 07/25/2000 | Amir Herzberg | 6727/OH449 | 7174 |

7590 04/06/2004

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| EXAMINER |
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| ART UNIT | PAPER NUMBER |
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3621

DATE MAILED: 04/06/2004

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BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Paper No. 20

Application Number: 09/625,006
Filing Date: July 25, 2000
Appellant(s): HERZBERG ET AL.

S. Peter Ludwig
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 22 January 2004.

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(1) Real Party in Interest

A statement identifying the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

A statement identifying the related appeals and interferences which will directly affect or be directly affected by or have a bearing on the decision in the pending appeal is contained in the brief.

(3) Status of Claims

The statement of the status of the claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Invention

The summary of invention contained in the brief is correct.

(6) Issues

The appellant's statement of the issues in the brief is correct.

(7) Grouping of Claims

The appellant's statement of the issues in the brief is correct.

(8) Claims Appealed

The copy of the appealed claims contained in the Appendix to the brief is correct.

(9) Prior Art of Record

| | | |
|-----------|---------------------|---------|
| 6,157,917 | Barber, Timothy P. | 12-2000 |
| 5,991,740 | Messer, Stephe Dale | 11-1999 |

(10) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claims 1-6, 9, 11-20, and 23-35 rejected under 35 U.S.C. 103(a). This rejection is set forth in prior Office Action, Paper No. 16.

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Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness

rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claim 1-6, 9, 11-20, and 23-35 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 5,991,740 to Stephen Dale Messer in view of U.S. Patent No. 6,157,917 to Timothy P. Barber.

3. As per claims 1, 24, and 30, an apparatus, method, and software for electronic advertising, comprising:

providing a plurality of different aliases to represent a network address of an item offered by a merchant for sale on a page per fee basis at a predetermined process, all of the plurality of aliases representing the same network address (See Messer abstract figure 1, 2, 6A and 6B, col. 5, ln. 4-33, and 7, col. 3, ln. 1-68, and Barber abstract, col. 1, ln. 43-68, and col. 2, ln. 1-42, col. 5, ln. 1-43, col. 7, ln. 23-68, and col. 8, ln. 1-27);

assigning respective aliases from among the plurality of different aliases to a plurality of advertisers for use by the advertisers in advertising the item and in receiving payment for the sale of the item, such that each respective alias from among the plurality of aliases is assigned by the merchant to specifically identify a respective one of the plurality of advertisers;

Posting an advertisement offering the item to a buyer for purchase via a network link represented in the advertisement by the respective alias, which conceals the network address from the buyer (See Messer col. 5, ln. 4-33, and col. 8, ln. 44-68, and Barber col. 5, ln. 1-43);

Receiving an invocation of the link from the buyer;

Responsive to the invocation, transmitting an order to the merchant for supply of the item to the buyer in exchange for payment of the price by the buyer, the order comprising a message including the

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respective alias (See Messer abstract figure 1, 2, 6A, col. 5, ln. 4-33, and 6B, and 7, col.3, ln. 1-68, and Barber abstract, col. 1, ln. 43-68, and col. 2, ln. 1-42, col. 5, ln. 1-43, col. 7, ln. 23-68, and col. 8, ln. 1-27);

Conveying the item, responsive to the order, from the merchant to the buyer (See Messer abstract figure 1, 2, 6A and 6B, col. 5, ln. 4-33, and 7, col.3, ln. 1-68, and Barber abstract, col. 1, ln. 43-68, and col. 2, ln. 1-42, col. 5, ln. 1-43, col. 7, ln. 23-68, and col. 8, ln. 1-27); and

Receiving, responsively to the respective alias, a predefined portion of the price paid by the buyer in consideration for positing the advertisement (See Messer abstract figure 1, 2, 6A and 6B, col. 5, ln. 4-33, and 7, col.3, ln. 1-68, and Barber abstract, col. 1, ln. 43-68, and col. 2, ln. 1-42, col. 5, ln. 1-43, col. 7, ln. 23-68, and col. 8, ln. 1-27).

4. What Messer does not explicitly discuss is a network address represented in the advertisement by an alias, which conceals the network address from the buyer. However, Barber clearly teaches the method and system to hide a URL from the user and providing access to the desired location by utilizing an alias (See Barber col. 7, ln. 23-68, and col. 8, ln. 1-47). This alias is used to clearly conceal the location of the item from the user. In table 2 of Barber it is clear that steps are taken to create an alias for the item that is being advertised on the advertiser's site. This alias is unique to that particular advertiser and directs the end user to the same location as any other advertiser would be directed to access the same item of purchase or view (plurality of aliases as different advertiser sites are involved and the aliases would represent the same address for the same item). It is clear that multiple advertisers are intended to use this system (See Barber column 7, ln. 59-68). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to achieve a more reliable and efficient processing system and method for preventing a user to circumvent the click through that is required for the advertising web site to be compensated. In addition it would be inherent to have the multiple aliases, because one would not be able to use the same alias for the other advertising sites other than the same advertising site.

5. As per claims 15, 27, and 33, an apparatus, method, and software for electronic commerce by a merchant, comprising:

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offering an item for purchase by a buyer on a page per fee basis at a predetermined price via a network link (See Messer abstract figure 1, 2, 6A and 6B, col. 5, ln. 4-33, and 7, col.3, ln. 1-68, and Barber abstract, col. 1, ln. 43-68, and col. 2, ln. 1-42, col. 5, ln. 1-43, col. 7, ln. 23-68, and col. 8, ln. 1-27);

providing a plurality of different aliases to represent a network address of an item offered by a merchant for sale on a page per fee basis at a predetermined price, all of the plurality of aliases representing the same network address (See Messer col. 5, ln. 4-33, and col. 8, ln. 44-68, and Barber col. 5, ln. 1-43);

assigning a respective alias to each of plurality of different advertisers, from among the plurality of different aliases, such that each of the plurality of aliases is assigned to specifically identify a respective advertiser among the plurality of advertisers for use by the advertiser in receiving payment for a sale of the item;

defining terms for advertising, in accordance with which an advertiser posts an advertisement for the item, the advertisement containing the alias, which serves as a reference to the network link while concealing the network link from the buyer (See Messer col. 5, ln. 4-33, and col. 8, ln. 44-68, and Barber col. 5, ln. 1-43);

receiving from the advertiser among the plurality of different advertisers an order for supply of the item to the buyer responsive to invocation of the link in the advertisement by the buyer, the order comprising a message including the respective alias;

conveying the item, responsive to the order, via the advertiser to the buyer (See Messer abstract figure 1, 2, 6A and 6B, col. 5, ln. 4-33, and 7, col.3, ln. 1-68, and Barber abstract, col. 1, ln. 43-68, and col. 2, ln. 1-42, col. 5, ln. 1-43, col. 7, ln. 23-68, and col. 8, ln. 1-27); and

receiving payment from the buyer for the item, while a predefined portion of the price is paid to the advertiser, responsively to the respective alias, in consideration for posting the advertisement, in accordance with the terms of advertising (See Messer abstract figure 1, 2, 6A and 6B, col. 5, ln. 4-33, and 7, col.3, ln. 1-68, and Barber abstract, col. 1, ln. 43-68, and col. 2, ln. 1-42, col. 5, ln. 1-43, col. 7, ln. 23-68, and col. 8, ln. 1-27).

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6. What Messer does not explicitly discuss is a network address represented in the advertisement by an alias, which conceals the network address from the buyer. However, Barber clearly teaches the method and system to hide a URL from the user and providing access to the desired location by utilizing an alias (See Barber col. 7, ln. 23-68, and col. 8, ln. 1-47). This alias is used to clearly conceal the location of the item from the user. In table 2 of Barber it is clear that steps are taken to create an alias for the item that is being advertised on the advertiser's site. This alias is unique to that particular advertiser and directs the end user to the same location as any other advertiser would be directed to access the same item of purchase or view (plurality of aliases as different advertiser sites are involved and the aliases would represent the same address for the same item). It is clear that multiple advertisers are intended to use this system (See Barber column 7, ln. 59-68). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to achieve a more reliable and efficient processing system and method for preventing a user to circumvent the click through that is required for the advertising web site to be compensated. In addition it would be inherent to have the multiple aliases, because one would not be able to use the same alias for the other advertising sites other than the same advertising site.

7. As for claims 2, 25, and 31 Messer and Barber disclose, all the limitations of claims 1, 24, and 30, further;

Both Messer and Barber clearly teach that the posting the advertisement comprises displaying the advertisement on a Web site maintained by the advertiser and accessible to the buyer via the Internet, and wherein receiving the invocation comprises receiving an indication that the buyer has selected the link (See Messer col. 5, ln. 4-33, and col. 8, ln. 44-68, and Barber col. 5, ln. 1-43).

8. As for claims 3, 17, 26, 29, 32 and 35 Messer and Barber disclose, all the limitations of claim 2, 16, 25, 28, 31, and 35 further;

Both Messer and Barber clearly teach that the transmitting the order comprises transmitting the order in exchange for a payment made from the buyer to the merchant (See Messer col. 9, ln. 1-55 and Barber

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col. 5, ln. 1-43). In addition, it is clear that Barber's system and method is proposing a "Micro Payment" system that is utilized to make transactions that are very small as well as it could be used for other types of transactions. Additionally, the fact the transaction involved is based on a micro payment or any other type of payment does effect any part of the systems operations.

9. As for claims 4 and 18, Messer and Barber disclose, all the limitations of claims 3 and 17, further;

Both Messer and Barber clearly teach that responsive to the micro payment and to the respective alias, a billing server transfers a credit to the merchant, and wherein receiving the predefined portion of the price comprises receiving from the billing server a portion of the payment (See Messer col. 9, ln. 1-55 and Barber col. 5, ln. 1-43). In addition, it is clear that Barber's system and method is proposing a "Micro Payment" system that is utilized to make transactions that are very small as well as it could be used for other types of transactions. Additionally, the fact the transaction involved is based on a micro payment or any other type of payment does effect any part of the systems operations.

10. As for claims 5 and 19, Messer and Barber disclose, all the limitations of claims 3 and 17, further;

Both Messer and Barber clearly teach that receiving the predefined portion of the price comprises receiving from the merchant a portion of the payment (See Messer col. 9, ln. 1-55 and Barber col. 5, ln. 1-43). In addition, it is clear that Barber's system and method is proposing a "Micro Payment" system that is utilized to make transactions that are very small as well as it could be used for other types of transactions. Additionally, the fact the transaction involved is based on a micro payment or any other type of payment does effect any part of the systems operations.

11. As for claim 6, Messer and Barber disclose, all the limitations of claim 2, further;

What Messer is not clear or explicit on conveying the item comprises allowing the buyer to access one or more Web pages of the merchant (See Messer col. 4, ln. 47-59). However, Barber clearly teaches the method and system to allowing the buyer to access one or more Web pages of the merchant once the user has fulfilled the transaction obligation related to viewing that particular merchants offering (See

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Barber col. 5, ln. 1-43, col. 7, ln. 23-68, and col. 8, ln. 1-27). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to direct a user to the destination web page after transaction has successfully completed and providing access to the final destination desired by the user.

12. As for claim 7, Messer and Barber disclose, all the limitations of claim 1, further;

What Messer is not clear or explicit on is that alias assigned by the merchant to correspond to the item offered for purchase. However, Barber clearly teaches the method and system that merchant assigns an alias to correspond to the item offered for purchase (See Barber col. 7, ln. 23-68, and col. 8, ln. 1-27). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to conceal the actual URL for preventing the user from directly accessing the destination page and achieve a more reliable and efficient processing system and method for preventing a user to circumvent the click through that is required for the advertising web site to be compensated.

13. As for claims 8 and 22, Messer and Barber disclose, all the limitations of claims 7 and 21, further;

What Messer is not clear or explicit on is that sending the communication comprises passing the alias (Concealed URL) from the advertiser to the merchant (See Messer col. 4, ln. 47-60 and col. 8, ln. 4-68). However, Barber clearly teaches the method and system that sending the communication comprises passing the alias (Concealed URL) from the advertiser to the merchant (See Barber col. 7, ln. 23-68, and col. 8, ln. 1-27). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to conceal the actual URL for preventing the user from directly accessing the destination page and achieve a more reliable and efficient processing system and method for preventing a user to circumvent the click through that is required for the advertising web site to be compensated.

14. As for claim 9, Messer and Barber disclose, all the limitations of claim 8, further;

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What Messer is not clear or explicit on is that passing the alias (Coded, embedded, or concealed URL) comprises passing the alias (Coded, embedded, or concealed URL) in a coded form (See Messer col. 4, ln. 47-60). However, Barber clearly teaches the method and system that passing the alias (Coded, embedded, or concealed URL) is in a coded form (See Barber col. 7, ln. 23-68, and col. 8, ln. 1-27). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to conceal the actual URL for preventing the user from directly accessing the destination page and achieve a more reliable and efficient processing system and method for preventing a user to circumvent the click through that is required for the advertising web site to be compensated.

15. As for claim 10, Messer and Barber disclose, all the limitations of claim 1, further;

What Messer is not clear or explicit on is that the alias is assigned by the merchant to correspond specifically to the advertiser, among a plurality of advertisers who post the advertisement. However, Barber clearly teaches the method and system that the alias is assigned by the merchant to correspond specifically to the advertiser, (See Barber col. 4, ln. 3-48, col. 7, ln. 23-68, and col. 8, ln. 1-27). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to conceal the actual URL for preventing the user from directly accessing the destination page and achieve a more reliable and efficient processing system and method for preventing a user to circumvent the click through that is required for the advertising web site to be compensated. In addition, merchants have to be able to identify the web page the user is coming from by the means of assigning identifying parameters to the concealed URLs for each advertising web site to be able to keep track of user's originating site for further compensation for the referral fees due to the advertising web site. Therefore, it would have been obvious to assign identifier parameters to the URLs.

16. As for claim 11, Messer and Barber disclose, all the limitations of claim 1, further;

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Both Messer and Barber clearly teach that transmitting the order comprises sending a communication from the advertiser to the merchant including an identifying code issued to the advertiser by the merchant (See Messer col. 4, ln. 47-60 and Barber col. 4, ln. 3-48, col. 7, ln. 23-68, and col. 8, ln. 1-27).

17. As for claim 12, Messer and Barber disclose, all the limitations of claim 1, further;

Both Messer and Barber clearly teach that transmitting the order comprises making a record of the order for use in verifying that the predefined portion of the price is paid to the advertiser by the merchant (See Messer col. 9, ln. 21-26 and Barber col. 5, ln. 1-68)

18. As for claim 13, Messer and Barber disclose, all the limitations of claim 1, further;

Messer clearly teaches posting the advertisement comprises posting the advertisement in accordance with advertising terms published by the merchant, and wherein receiving the predefined portion of the price comprises receiving the portion as specified by the advertising terms (See Messer col. 6, ln. 1-68, col. 7, ln. 1-68, col. 8, ln. 1-68, and col. 9, ln. 1-55).

19. As for claim 14, Messer and Barber disclose, all the limitations of claim 13, further;

Messer clearly teaches transmitting the order comprises submitting, along with the order, a coded reference to the advertising terms (See Messer col. 8, ln. 4-68).

20. As for claims 16, 28, and 34, Messer and Barber disclose, all the limitations of claims 15, 27, and 33, further;

Both Messer and Barber clearly teach that the offering the item for purchase comprises offering the item on a Web page of a Web site maintained by the merchant and accessible via the Internet, and wherein conveying the order comprises granting the buyer access to the Web page (See Messer col. 4, ln. 25-68 and col. 5, ln. 1-33 and Barber col. 3, ln. 26, col. 4, ln. 1-48, and col. 5, ln. 1-68).

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21. As for claims 20, Messer and Barber disclose, all the limitations of claims 16, further;

Messer clearly teaches that the defining the terms for advertising comprises defining terms according to which the advertisement is displayed on a Web site of the advertiser (See Messer col. 7, ln. 1-68, col. 8, ln. 1-68, and col. 9, ln. 1-63).

22. As for claims 21, Messer and Barber disclose, all the limitations of claims 15, further;

Messer does not explicitly discuss is defining the terms for advertising comprises assigning an alias to serve as the reference to the network link in the advertisement, so as to conceal the network address from the buyer (See Messer abstract figure 1, 2, 6A and 6B, col. 5, ln. 4-33, and 7, col.3, ln. 1-68). However, Barber clearly teaches the method and system to hide a URL from the user and providing access to the desired location by utilizing an alias (See Barber col. 7, ln. 23-68, and col. 8, ln. 1-47). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to achieve a more reliable and efficient processing system and method for preventing a user to circumvent the click through that is required for the advertising web site to be compensated.

23. As for claim 23, Messer and Barber disclose, all the limitations of claim 15, further;

What Messer is not clear or explicit on is that defining the terms for advertising comprises issuing an identifying code to the advertiser, and wherein receiving the order comprises receiving a message including the code. (See Messer col. 4, ln. 47-60). However, Barber clearly teaches the method and system that passing the alias (Coded, embedded, or concealed URL) is in a coded form (See Barber col. 7, ln. 23-68, and col. 8, ln. 1-27). Therefore, it would have been obvious to one having ordinary skill in the art at the time the current invention was made to combine the above teachings to conceal the actual URL for preventing the user from directly accessing the destination page and achieve a more reliable and efficient processing system and method for preventing a user to circumvent the click through that is required for the advertising web site to be compensated. In addition, merchants have to be able to identify the web page the user is coming from by the means of assigning identifying parameters to the

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concealed URLs for each advertising web site to be able to keep track of user's originating site for further compensation for the referral fees due to the advertising web site. Therefore, it would have been obvious to assign identifier parameters to the URLs.

(11) Response to Argument

With respect to the Appellant's assertion on pages 5 and 6, Arguments section (8), of the Appeal Brief regarding that the Examiner erred in maintaining that it would have been obvious to a person of ordinary skill in the art to combine the teachings of Messer and Barber to arrive at the inventive method, apparatus and software product recited by claims 1, 24, and 30. With respect to Appellant's assertion examiner would like to point out that Messer clearly discloses a system to track and manage select transactions between a plurality of computer workstations connected, via a common network. Messer further discloses that tracking and managing of such transactions are more relevant to track the access of one or more links placed on a selected location on the web, which is clearly advertisement or promotion of certain items via another web site. Clearly Messer discloses a system that tracks the interaction among user that sees the advertisement on a Web site, clicks on it, and is transferred by means of an embedded code (link) as it is translated by the clearinghouse to the merchant's site to obtain the item, and associated transactions. Messer does disclose that in order to link the user to the desired item in the banner ad there are "embedded code" that is used to transfer the user from the advertising site to the merchant site. As it is known in the art embedding a code is normally used to obscure and obfuscate the actual meaning of the code. Messer does clearly refer to hiding of the destination URL that is in the banner ad, it uses the code embedding method. In addition Messer clearly discloses that the system presents the user at web site of the banner ad, with a banner (ID) (Alias) to be used as a link to the clearinghouse and then the clearinghouse directs the user to merchants web page based on the banner ad's (ID). Therefore, Messer clearly is aware of the need of not disclosing the final merchant URL to the user and in a manner-using banner (ID) and other embedded codes to obfuscate the link (See Messer column 4, lines 60-68, column 5, lines 1-33, column 8, lines 52-68).

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Examiner would like to point out that what the alleged inventive step of the claim by the appellant is the URL linking the user to the item at the merchant's site in addition to the calculations of transactions and purchasing of the item on the micro-payment bases and that is what best understood by the examiner of the alleged inventive steps of the claims 1, 24, and 30.

Appellant's argument on page 6 clearly shows that both Messer and Barber disclose such system. As for uniqueness of the alias as it has been claim in the claim Barber clearly teaches such uniqueness by using the "payee identification". It is clear that the following is an alias for directing the payer to the pay-per-link page of alleged claimed invention "AcquirerWebsite/link?payee=980234&link=picture3" (See Barber column 7, lines 43-68, column 8, lines 1-27). Examiner would like to state that appellant has not defined either in the specification or the claims what exactly the alias is consists of, therefore one of ordinary skill in the art can conceive of multiple ways of creating aliases that would be representative of the actual link. It is clear that any alphanumeric string can be an alias to hide a link. As it is disclosed in the Microsoft Computer Dictionary Fifth Edition specifies alias as "An alternative label for some object, such as a file or data collection", which a page or item of interest on a web page could be a single file or collection of data that has been given an alias. As it is disclosed in the specifications on page 14, lines 8-18 an alias is "preferably... are specific to each advertiser and contain the real page names and coded form..." Therefore, the Appellant's assertion that Barber does not show an alias for the link directing the payer (user) to the payee (merchant) is in error.

Appellant on page 7, section A of the Appeals Brief contested that the Barber reference does not teach or suggest the use of its system in the context of advertising. Examiner strongly disagrees with appellant on the grounds that Barber clearly teaches that payments are made based on results of a referral for which the payee has agreed to compensate the referee (See Barber column 5, lines 19-32 and column 7, lines 59-68). As the appellant has clearly shown in the specification that "Payment of commission for sales referrals is a well-known business model..." (See specification page 3, lines 18-230). This clearly shows that Barber is aware of the advertising use of the system he is proposing and the compensation method for such system of third party advertising on a web site.

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Appellant on page 7, section B of the Appeals Brief states that "Barber neither teaches nor suggests the use of a plurality of different aliases to represent the same network address". Examiner again strongly disagrees with Appellant on the grounds that by using payees identification in the alias link "AcquirerWebsite/link?payee=980234&link=picture3" makes the alias unique and it would represent the same network address but from different advertiser sites.

Appellant on page 7, section C of the Appeals Brief states that "the prior art does not teach or suggest the use of multiple, different aliases for different acquirers." Examiner disagrees with the understanding of the Appellant of the Barber system. It is clear that a referral payment is due if the payment transaction is the result of a referral, this referral has to be identified by the issuer, therefore this identification results as well with an alias which would be unique to that of referral party.

As for the argument of the appellant on page 7, section D, again Barber clearly teaches the use of the system to apply the system of aliases to make commission payments to advertisers (See Barber column 5, lines 19-32 and column 7, lines 59-68). On the contrary it would be an obvious modification to use Barber's system in concealing the identification of the links to the merchant's site in Messer's system for a more seamless and efficient process.

As for the argument of the appellant on page 8, section E, the argument is that there is no basis in the reference that it would be inherent to use different aliases for different advertisers. Examiner would like to emphasize that one having ordinary skill in the art would distinguish the need for identifying the site that advertises the banner ad as well as the location to which the banner ad would be linked. Therefore the alias that is representing such link would have to be unique. Examiner would like to state again that appellant has not defined what exactly the alias consists of, therefore one ordinary skilled in the art can conceive of multiple ways of creating aliases that would be representative of the actual link.

As for arguments put forward by the appellant on page 9, section II, in third paragraph appellant asserts that the "the merchant conveys the item via the advertiser to the buyer." Examiner would like to make the point that Messer teaches the same that in the broadest interpretation of the claim it is clear that the information requested by the user in the Messer reference has to be presented by the merchant via the connection of the clearing house, otherwise the information necessary to direct the user to the item at

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the merchant's site would not be available to the user (Further see Messer column 8, lines 49-68). It is supporting the argument the examiner has put forward above and clearly shows that the merchant has been connected to the user via the clearinghouse not directly as appellant argues. Appellant's specification discloses that "The requested item is then delivered to the buyer, at a delivery step 60, typically in the form of a Web page (identified by its alias) passed from the merchant, either directly or through the advertiser.

As for argument put forward by the appellant on page 10, section III, claim 11 states "transmitting the order comprises sending a communication from the advertiser to the merchant including an identifying code issued to the advertiser by the merchant." Examiner would like to bring the attention of the appellant to the fact that broadest understanding of the examiner of such communication would be that the user is on a web site browsing, the user is interested in a banner advertising on the web site, once the user clicks on the banner advertisement the web server at the advertiser's site creates an HTTP communication to contact the merchant. This communication as it is described in the Messer contains an embedded code, which is used to identify the advertisement. Again in the Barber reference it clearly applicable to the environment of advertising on the third party as it has been addressed above. In addition Barber clearly teaches in order to make a purchase information has to be exchanged among the users, advertisers, clearinghouse, and item owners. Barber clearly describes "Embedded in each pay-for-link are at least two data fields: a payee identification..."

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For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

Kambiz Abdi
Examiner
Art Unit 3621

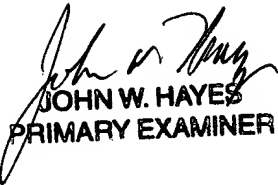
April 2, 2004

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